

08-28-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Good Guys California, Inc.

8-14-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other California corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 05/22/02

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Internal Agent Address: Commercial Finance

Street Address: 55 South Lake Avenue, #900

City: Pasadena State: CA Zip: 91101

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other national banking association

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1131234, 2406256, 2469723

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address:

Attn: Elaine Howard, Legal Assistant

Street Address: 101 California Street 39th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):

\$ 70.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Elaine Howard, Legal Assistant

Name of Person Signing

Signature

August 12, 2002

Date

6

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/27/2002 61111 00000069 200052 1131234

01 FC:481 40.00 CH 02 FC:482 50.00 CH

TRADEMARK REEL: 002570 FRAME: 0591

**FIRST AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

This FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Amendment") dated as of May 22, 2002, is entered into by and between **GOOD GUYS CALIFORNIA, INC.**, a California corporation formerly known as The Good Guys - California, Inc. ("Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent on behalf of the Lenders, as such term is defined in the Loan Agreement described below ("Administrative Agent"), and amends that certain Patent, Trademark and Copyright Security Agreement dated as of September 30, 1999 (the "Trademark Security Agreement") executed by Grantor and Administrative Agent.

RECITALS

A. Grantor and Administrative Agent are parties to that certain Loan and Security Agreement dated as of September 30, 1999, as amended, restated, supplemented or otherwise modified (the "Loan Agreement"), pursuant to which Lenders agreed to make certain financial accommodations to or for the benefit of Grantor upon the terms and conditions contained therein. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Loan Agreement, as amended.

B. Pursuant to that certain Second Amendment to Loan and Security Agreement of even date herewith (the "Second Amendment"), Lenders and Borrower have agreed to further amend the Loan Agreement, including, among other things, to extend the term of the financial accommodations made to or for the benefit of Borrower.

C. Pursuant to the terms of the Second Amendment, Grantor is required to execute and deliver to Administrative Agent this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Amendments to Trademark Security Agreement. **Part B** to **Schedule 1** to the Trademark Security Agreement is supplemented to add the trademarks identified on **Appendix A** hereto. Grantor hereby confirms the grant to Administrative Agent, for the ratable benefit of Lenders, of a continuing first priority security interest in such trademarks.

2. Conditions of Effectiveness. This Amendment shall become effective upon Administrative Agent's receipt of an original of this Amendment that, when counterparts

are taken together, bears the signatures of Grantor and Administrative Agent.

3. **Representations and Warranties.** Grantor hereby represents and warrants to Administrative Agent as follows: (i) the representations and warranties contained in the Trademark Security Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, are true and correct in all material respects as of the date hereof; and (ii) this Amendment, the Loan Agreement, the Trademark Security Agreement as amended hereby, the Revolving Notes, and the other Loan Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.

4. **Ratification.** Except as specifically modified by this Amendment, the parties hereto acknowledge that the Loan Agreement and the Trademark Security Agreement shall remain binding upon Grantor, Lenders and Administrative Agent, and that all provisions of the Loan Agreement and the Trademark Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Lenders and Administrative Agent under the Loan Agreement, the Trademark Security Agreement, and the other Loan Documents.

5. **Miscellaneous.**

5.1 **Complete Agreement.** The Trademark Security Agreement, as modified and amended by this Amendment, together with the Loan Agreement, as amended, and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties, with respect to the subject matter hereof or thereof.

5.2 **Headings.** Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

5.3 **Counterparts.** This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

5.4 **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

5.5 **No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lenders or Administrative Agent under the Loan Agreement, as amended, the Trademark Security Agreement, as amended, or any other Loan Document, (b) constitute a waiver of any provision of the Loan Agreement, as amended, the Trademark Security Agreement, as amended, or in any of the other Loan

Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or the Trademark Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.6 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Trademark Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date and year first written above.

GOOD GUYS CALIFORNIA, INC.,
a California corporation

By: 

Peter G. Hanelt
Chief Operating Officer

BANK OF AMERICA, N.A.,
a national banking association,
as Administrative Agent

By: _____

Kevin Kelly
Senior Vice President

Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or the Trademark Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

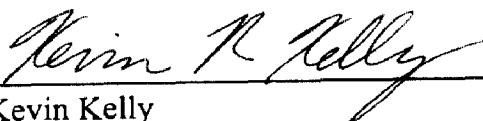
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GOOD GUYS CALIFORNIA, INC.,
a California corporation

By: _____
Peter G. Hanelt
Chief Operating Officer

BANK OF AMERICA, N.A.,
a national banking association,
as Administrative Agent

By: 
Kevin Kelly
Senior Vice President

APPENDIX A

TRADEMARKS

TRADEMARK	APPLICATION NO. AND APPLICATION DATE	REGISTRATION NO. AND REGISTRATION DATE
GOOD GUYS	73/148,612 filed 11/14/77	1,131,234 registered 02/26/80
GG!	75/879,431 filed 08/29/00	2,406,256 registered 11/21/00
BETTER STUFF, FIERCELY COMPETITIVE PRICES	76/091,662 filed 07/17/00	2,469,723 registered 07/17/01